

## Company Details

Registered Name of the company :

Trading as: \_\_\_\_\_

Postal address: \_\_\_\_\_

Delivery address: \_\_\_\_\_ Code: \_\_\_\_\_

Physical address (if different to delivery address): \_\_\_\_\_ Code: \_\_\_\_\_

\_\_\_\_\_ Code: \_\_\_\_\_

Telephone no: (\_\_\_\_\_) \_\_\_\_\_ Cellphone no/s: \_\_\_\_\_

Fax no: (\_\_\_\_\_) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Website address: \_\_\_\_\_

Accounts Contact(s) details – name, e mail and tel no: \_\_\_\_\_

Buyer/Orders Contact details – name, e mail and tel no.: \_\_\_\_\_

Directors / Owners / Partners / Members (Mark the appropriate)

1) Name : \_\_\_\_\_ ID No : \_\_\_\_\_ Cellphone no.: \_\_\_\_\_

2) Name : \_\_\_\_\_ ID No : \_\_\_\_\_ Cellphone no.: \_\_\_\_\_

3) Name : \_\_\_\_\_ ID No : \_\_\_\_\_ Cellphone no.: \_\_\_\_\_

Company Registration/CC/Trust No: \_\_\_\_\_ Vat Number: \_\_\_\_\_

Bankers: \_\_\_\_\_ Branch: \_\_\_\_\_ Account No: \_\_\_\_\_

Authorised signature/s: \_\_\_\_\_

Name/s: \_\_\_\_\_

Date Completed : \_\_\_\_\_

Company Stamp:

Kindly attach ID of owner(s),CIPC company registration, VAT registration if applicable and our signed trading conditions

**TERMS AND CONDITIONS OF SALE**

The following terms and conditions shall apply to all contracts of sale concluded between Treasures4u and its customers. Any conditions stipulated by a customer or prospective customer (hereinafter referred to as "The Purchaser") or any third party which are in conflict with these conditions are expressly excluded.

I/we, the undersigned Purchaser agrees to the following conditions

- a. Risk in the goods sold will pass to The Purchaser when leaving the Treasures4u warehouse where goods are collected by a 3<sup>rd</sup> party from the warehouse. Risk in the goods sold will pass to The Purchaser on delivery if delivered by Treasures4u's own vehicles.
- b. Signature by The Purchaser or by any representative of The Purchaser or of a Treasures4u or transporter's delivery note shall be regarded as prima facie proof that all the goods reflected in such delivery note have been received in a good condition.
- c. The Purchaser undertakes to ensure that full payment of any Treasures4u account rendered will be made in accordance with the agreed payment terms, namely **prepaid**.
- d. Should it be necessary for Treasures4u to institute legal proceedings against The Purchaser for the recovery of any amount due by it, The Purchaser hereby consents to the jurisdiction of the Magistrates Court having jurisdiction in respect of The Purchaser irrespective of the amount of such claim.
- e. The Purchaser undertakes to pay all legal fees, costs and disbursements incurred on an attorney and client scale in connection with the recovery of any overdue amounts due by it.
- f. A claim for damaged goods, of whatever nature, will be considered only if reported by The Purchaser in writing within 3 (three) days of date of delivery. Details of any claims must be recorded in full and reported together with the invoice number to Treasures4u in writing, by e-mail to [admin@treasures4u.co.za](mailto:admin@treasures4u.co.za) or Whats App 072/236 0760
- g. The Purchaser agrees that the delivery address of The Purchaser shall constitute its domicilium citandi et executandi for all purposes under this agreement whether in respect of court process or service of any other notices of whatever nature.
- h. The Purchaser hereby gives consent to Treasures4u to use any lawful and reasonable means to gather information regarding The Purchaser and its directors/ shareholders/members/proprietors, in order to enable Treasures4u to evaluate the credit risk associated with the granting of credit in terms of this credit application form.
- i. Notwithstanding the granting of any credit facilities to The Purchaser, Treasures4u shall be entitled, at any time in its absolute discretion to withhold such facilities and to demand payment of all amounts then outstanding.
- j. Treasures4u has a no return policy.
- k. In the event that an order is cancelled prior to delivery, a handling fee of 10% with a minimum charge of R 500 will be levied on the gross value of the goods ordered. Note this is not applicable to seasonal pre orders
- l. Treasures4u shall not be liable under any circumstances whatsoever for loss of profit or damages direct or indirect, consequential or otherwise claimed by the Purchaser as a result of goods supplied by Treasures4u being defective or as a consequence of any delay in the delivery of such goods or non-delivery thereof or as a consequence of any advice of whatsoever nature given to The Purchaser by any representative of Treasures4u, or by any act or omission of whatever nature, including acts of negligence and/or gross negligence by any director of Treasures4u, person in Treasures4u's employ or representative of Treasures4u.
- m. The Purchaser consents to Treasures4u accessing any information held by any Credit Bureau and/or the National Credit Regulator, for the purpose of the National Credit Act and to assess The Purchaser's credit rating
- n. The Purchaser further consents that the information contained in or resulting from this agreement, may be provided to any Credit Bureau and/or the National Credit Regulator, for the purposes of the National Credit Act.

Signed, for and on behalf of the Purchaser, who warrants his authority:

.....  
Full Name

.....  
Signature

Date

Place